

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

IN RE:

LAPEER INDUSTRIES, INC

Case No. 20-48744  
Chapter 11 proceeding

Debtor.

Judge: Maria L. Oxholm

**NOTICE TO COUNTERPARTIES TO EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES**

**You are receiving this notice because you may be a party to a contract or lease with one or more of the Debtors. Please read this notice carefully as your rights may be affected by the transactions described herein.**

**PLEASE TAKE NOTICE** that, on August 5, 2020, Lapeer Industries, Inc (the "Debtor") commenced this case by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

**PLEASE TAKE FURTHER NOTICE** that, on January \_\_, 2021, Debtor filed its *Second Motion for Entry of an Order (I) Approving Bidding Procedures, (II) Scheduling an Auction and a Sale Hearing in Connection with the Sale of Substantially All of Debtor's Assets, (III) Establishing Dates and Deadlines in Connection with the Sale, and (IV) Granting Related Relief; and for Entry of an Order (A) Authorizing the Sale of Substantially All of Debtor's Assets Free and Clear of Liens, Claims, Encumbrances, and Interests, (B) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* ("Sale Motion").

**PLEASE TAKE FURTHER NOTICE** that, on \_\_\_\_, the United States Bankruptcy Court for the Eastern District of Michigan ("Bankruptcy Court") entered an *Order (I) Establishing Bidding Procedures, (II) Scheduling An Auction And A Sale Hearing In Connection With The Sale Of Substantially All Of Debtor's Assets, (III) Setting Certain Dates And Deadlines In Connection Therewith, and (IV) Granting Related Relief* ("Bidding Procedures Order") [Docket No. \_\_\_\_].

Among other things, the Bidding Procedures Order: (a) established certain procedures ("Bidding Procedures") for the sale ("Sale") of the Debtor's assets pursuant to an auction ("Auction") and (b) scheduled the time and place for the Auction. The hearing on whether to approve the Sale will take place on **February 5, 2021 at \_\_:00 \_\_.m. (Eastern)** and shall be held by telephone before the Honorable Maria L. Oxholm, (in accordance with her published practices) ("Sale Hearing").

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Bidding Procedures Order, the Debtor may potentially assume and assign to the Winning Bidder one or more of those executory contracts and unexpired leases listed on Schedule 1 attached hereto (collectively, the “Assumed and Assigned Agreements” and each, an “Assigned Agreement”), pursuant to § 365 of the Bankruptcy Code.

**PLEASE TAKE FURTHER NOTICE** that, Debtor has indicated on Schedule 1 attached hereto the cure amounts that Debtor believes must be paid to cure all pre-petition defaults and pay all amounts accrued under the Assigned Agreements (in each instance, the “Cure Amount”).

**PLEASE TAKE FURTHER NOTICE** that, any party seeking to object to the assumption by the Debtor and assignment/transfer to the Winning Bidder of any Assigned Agreement, including the validity and amount of the Cure Amount as determined by the Debtors, or otherwise assert that any other amounts, defaults, conditions or pecuniary losses must be cured or satisfied under any of the Assigned Agreement for such contract or lease to be assumed and assigned, must file an objection (“Cure/Assignment Objection”) that (a) is in writing (b) sets forth the specific monetary amount the objector asserts to be due, and the specific types of the alleged defaults, pecuniary losses, accrued amounts and conditions to assignment and the support therefor, (c) is filed with the Clerk of the Bankruptcy Court, and served on the Debtor’s counsel so that it is received, on or before **February 2, 2021 at 5:00 p.m. prevailing Eastern Time** (“Cure/Assignment Objection Deadline”). Any such unresolved objections will be heard at the Sale Hearing.

**PLEASE TAKE FURTHER NOTICE** that all Qualified Bidders shall provide evidence demonstrating their ability to provide adequate assurance of future performance under any Assumed and Assigned Agreement to all parties listed on Schedule 1 by no later than **February 3, 2021 at 5:00 p.m. (Eastern)**.

**PLEASE TAKE FURTHER NOTICE** that, any party seeking to object to the ability of a Qualified Bidder to provide adequate assurance of future performance of an Assigned Agreement must file an objection (“Adequate Assurance Objection”) with the Clerk of Bankruptcy Court on or before **February 4, 2021 at 5:00 p.m. prevailing Eastern Time** (“Adequate Assurance Objection Deadline” and collectively with the Cure/Assignment Objection Deadline, the “Cure/Adequate Assurance Objection Deadlines”). Any such unresolved objections will be heard at the Sale Hearing.

**PLEASE TAKE FURTHER NOTICE** that, unless a Cure/Assignment Objection or Adequate Assurance Objection is filed and served before the Cure/Adequate Assurance Objections Deadlines, all parties shall (a) be forever barred from objecting to the Cure Amount or provision of adequate assurance of future performance and from asserting any additional cure or other amounts with respect to the Assigned Agreements, and the Debtor and the Winning Bidder shall be entitled to rely solely upon the Cure Amount; (b)

be deemed to have consented to the assumption and assignment; (c) be forever barred and estopped from asserting or claiming defaults exist, that conditions to assignment must be satisfied under such Assigned Agreements or that there is any objection or defense to the assumption and assignment of such Assigned Agreements.

**PLEASE TAKE FURTHER NOTICE** that, if you agree with the Cure Amount indicated on Schedule 1 and otherwise do not object to the Debtor's assumption and assignment of your lease or contract, you need not take any further action.

**PLEASE TAKE FURTHER NOTICE** that, Debtor's decision to assume and assign the Assigned Agreements is subject to the approval of the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE** that, the inclusion of any document on the list of Assigned Agreements shall not constitute or be deemed to be a determination or admission by the Debtor or the Winning Bidder that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, or that your executory contract or unexpired lease will be assumed and/or assigned, and all rights with respect thereto are expressly preserved.

Respectfully Submitted,  
WINEGARDEN, HALEY, LINDHOLM,  
TUCKER & HIMELHOCH, P.L.C.  
Attorneys for the Debtor

Dated: January \_\_, 2021

By: \_\_\_\_\_  
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